

BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS

P.O. BOX 60046
NEW ORLEANS, LA. 70160
(504) 528-3345

TERRY MARTIN
PURCHASING AGENT

PURCHASING DEPARTMENT

REQUEST FOR QUOTATION-THIS IS NOT AN ORDER

TO: Inquiries on this subject should refer to the following:

Requisition No. 055948

New Orleans, LA March 24, 2010

Please return this proposal, duly signed by 10:00 o'clock a.m. Thursday, April 22, 2010, when all bids will be publicly opened.

SEE BELOW DESCRIPTION

IMPORTANT - THE TERMS AND CONDITIONS OF THIS PROPOSAL MUST BE COMPLIED WITH AND ALL BLANK SPACES MUST BE FILLED IN, OTHERWISE BID WILL BE REJECTED. BID BOND OR CASHIER’S CHECK MUST BE SUBMITTED WITH BID. SIGN BID ON SHEET 6 OF 6, OTHERWISE BID IS NON-RESPONSIVE.

Annual contract for approximately 7,000 gallons of off-road diesel, No. 2 grade, having a maximum sulphur content of .3%, minimum cetane index of 43 and minimum gravity A.P.I. @ 60 degrees F. of 30.5 to meet ASTM 975 GRADE 2.

Fixed price (per gallon) \$

Vendor margin (per gallon) \$

Note: Vendor margin prices per gallon to be added to the OPIS (Oil Price Information Service) price per gallon at time of consumption for payment during the term of this contract.

CONTRACT PERIOD:

The contract shall be in effect from July 01, 2010 through June 30, 2011, with the option of the Board acting through its President and CEO to renew the contract at the same price for an additional twelve (12) months for approximately 7,000 gallons of off-road diesel, more or less.

BASIS OF AWARD:

The award of the contract will be based on the lowest price per gallon, whether fixed or vendor margin. Price per gallon for vendor margin bids will be based on the most recent OPIS price prior to bid opening. A copy of the most recent OPIS price sheet SHALL be attached to the bid.

GENERAL:

It is the intent of this specification to provide for the purchase of off-road diesel fuel to be delivered to various sites.

Vendor shall invoice the Board on a monthly basis for only off-road diesel dispensed into authorized tanks. A separate sheet showing manufacture (OPIS) rack price SHALL be submitted with each invoice.

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The Board reserves the right to increase or decrease the amount of fuel estimated above, whichever is in the best interest of the Board during the term of this contract.

WEEKLY PRICE ADJUSTMENTS FOR AWARD OF BID ITEMS:

Fuel prices will be adjusted each Monday in accordance with OPIS gasoline and distillate reseller price PAD 3 report and will remain firm until the following Monday price adjustment. The weekly price adjustment will be (4) digits past the decimal in accordance with OPIS gasoline and distillate reseller price PAD 3 report. **A round figure of less than four (4) digits is NOT acceptable.**

The vendor margin markup per gallon shall remain the same throughout the entire term of the contract.

TAXES:

State sales tax is not to be included in the bid vendor margin per gallon. The Board is exempt from state local sales and use tax. Federal tax is not to be included in bid vendor margin per gallon. Federal excise tax exemption certificate will be furnished the successful bidder.

TESTING:

Fuel oil shall be subject to inspection and tests by the Board or any recognized testing laboratory it may select. Fuel oil that does not conform to the specifications described will be rejected and shall be removed from tanks or receptacles at the expense of the contractor and shall be replaced within twelve (12) hours with a like amount of fuel oil as specified.

The cost of all tests will be paid by the Board, except in the case where tests are made and the fuel oil fails to conform as specified herein, in which case, the cost of such tests shall be paid for by the vendor, and the Board shall have the right to deduct said cost from any money due the vendor.

DELIVERY:

Vendor must provide 100% of gallons requested on any one delivery. In exceptional cases and extreme conditions vendor must provide a delivery of no less than 90% of the requested amount.

Response by vendor to a request for fuel is not to exceed 6 hours (24 hours per day) from time of verbal request to vendor to time fuel truck arrives at side of container cranes for fueling hook-up. Response time for all other locations is not to exceed 24 hours from the time of verbal request to the vendor to time fuel is delivered to the particular location indicated below. In such situations, the Board also reserves the right to take any and all actions under the law to cover damages.

Should the vendor to whom the contract is awarded fail to furnish fuel oil as specified herein, or should he fail to make prompt deliveries to such point, and in such quantities as may be designated by the Board, the Board reserves the right to either arrange to purchase other fuel on the open market. In such situations, the Board also reserves the right to take any and all actions under the law to recover its damages.

In the event of termination, all orders delivered prior to the effective date of termination shall be paid by the Board in accordance with the terms of the contract, whereupon all obligations on both parties to the contract shall cease.

Fuel to be delivered to any or all of the following locations not necessarily at the same time:

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Location	Item	Tank Size in Gallons	Number	12 Months Estimated Gallons
France Road next to MECO Road	P6 Pumping Station	550	1	1,000
France Road Land Side of Berth #5	P4 Pumping Station	300	1	1,000
1350 Port of New Orleans Place	Generator	500	1	1,000
Harbor Police HQ at Third Street	Generator	660	1	1,000
Felicity Guard Station on Clarence Henry	Generator	500	1	500
5350 Coffee Drive	Generator	145	1	1,000
5350 Coffee Drive	Fuel Tanks	500	2	1,000
5357/59 Coffee Drive	Generator	150	1	500

Please refer any technical questions to Mr. David Guarino, @ 528-3501.

AUDITS:

The Board reserves the right to have representatives of the Board’s internal audits department inspect the records maintained by the vendor. The vendor shall make available to the Board on request all reports the Board requires for the purpose of auditing and verifying the quantities; etc.

CANCELLATION:

The Board reserves the right to terminate this contact prior to the end of the period indicated on twenty-four (24) hours written notice for unsatisfactory delivery or failure to meet required specifications. In the event of termination, all orders delivered prior to the effective date of termination shall be paid by the Board in accordance with the terms of the contract, whereupon all obligations on both parties to the contract shall cease. If the Board cancels this contract in accordance with this section, the Board reserves the right to take any and all actions under law to recover its damages.

INSURANCE

1. General Insurance Requirements
- a. Insurance Companies:

All insurance shall be written with insurance companies authorized and licensed to do business in the State of Louisiana and acceptable to the Board (Best’s rating A+, IV, or better). Self-insurance programs authorized by the Commissioner of Insurance of the State of Louisiana for worker’s compensation insurance are acceptable with a notarized copy of the contractor’s authority to self insure.
- b. Primary Insurance:

All insurance required herein shall be primary to any similar insurance that may be carried by the Board for it’s own protection.
- c. Insurance Certificates:

Before this contract becomes effective, contractor shall furnish to the Board’s Risk Manager, **original, manually signed**, certificates evidencing that it has procured the insurance herein required.
- d. Named Insured:

Except for Worker’s Compensation, the Port of New Orleans shall be named as an

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additional insured on all policies required herein.

- e. **Waiver of Subrogation:** All insurance policies required herein, as well as any other insurance carried by the contractor for the protection of its property, shall provide that the insurers waive any rights of subrogation (whether by loan receipts, equitable assignment or otherwise) with respect to deductibles under such policies and with respect to damage to equipment, including the loss thereof, whether insured or not.
- f. **Notice of Cancellation:** All policies required herein shall provide for **thirty (30)** days' written notice of cancellation or material change to be sent to the Board at P.O. Box 60046, New Orleans, LA 70160, Attention: Risk Manager.
- g. **Maintaining Insurance:** All insurance policies herein required shall remain in full force and effect until the completion the work and the acceptance thereof. If any insurance required herein is canceled or materially changed, and not immediately replaced during the term of this agreement, the Board reserves the right to purchase insurance at the expense of the contractor to protect its own interest. The furnishing of insurance shall not relieve the contractor of the responsibility for losses not covered by insurance.
- h. **Subject to Revision:** Except for property insurance, the amounts and types of insurance required herein shall be subject to revision at each Renewal term at the discretion of the Board.
- i. **No Representation or Warranty:** The Board makes no representation or warranty that the insurance set forth in this Section will be sufficient to protect the contractor's interests.

- 2. **Comprehensive General Liability Insurance** - Contractor shall procure and maintain at contractor's sole cost and expense comprehensive general liability insurance (**on an occurrence basis**) with limit of liability of not less than one million dollars (\$1,000,000) for all injuries or deaths resulting to any one person or from any one occurrence. The aggregate limit for products and completed operations shall be not less than one million dollars (\$1,000,000). The limit of liability for property damage shall be not less than one million dollars (\$1,000,000) for each occurrence and aggregate. Coverage under such insurance shall also include damage hazards. This insurance shall include coverage for explosion, collapse and underground property damage hazards, completed operations and "broad form contractual endorsement". Where contractor's operations include the use of watercraft, the watercraft exclusion in the comprehensive general liability policy shall be eliminated. A combination of primary and excess liability insurance may be used to satisfy the conditions of this paragraph.
- 3. **Comprehensive Motor Vehicle Liability Insurance** - Contractor shall procure and maintain at contractor's sole cost and expense comprehensive motor vehicle liability insurance which **shall include hired car and non-ownership coverage** with limit of liability of not less than one million dollars (\$1,000,000) for all injuries or deaths resulting to any one person or from any one occurrence. The limit of liability for property damage shall be not less than one million dollars (\$1,000,000) for each occurrence and aggregate.
- 4. **Workers' Compensation Insurance** - Contractor shall procure and maintain at contractor's sole cost and expense, workers' compensation insurance as will protect contractor from claims under the Louisiana Workers' Compensation Act as well as under the Federal Longshoremen's and Harbor Workers' Compensation Act, if applicable. The limit of liability under the employer's liability section of the workers' compensation insurance policy shall be not less than one million dollars (\$1,000,000). Whenever applicable, protection shall also be provided for liability under the Jones Act and under general maritime law in an amount of not less than one million dollars (\$1,000,000).

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Each bid SHALL be accompanied by a certified or cashier's check or bid bond of a corporate surety authorized to do business in the State of Louisiana in the amount of five percent (5%) of the bid payable to the Board of Commissioners of the Port of New Orleans, as a guarantee that the vendor will, if awarded the bid, sign and return an acceptance copy of the purchase order and execute a proper performance bond as required below. Deposits will be returned to the unsuccessful bidders soon after the award of the bid and to the successful vendor when he shall have signed and returned the acceptance copy of the purchase order and furnished the performance bond as required below. Should the successful vendor fail to sign the acceptance copy of the purchase order and furnish the proper performance bond, his deposit shall be forfeited to the Board as ascertained and liquidated damages.

PERFORMANCE BOND

The vendor to whom the bid is awarded shall furnish a performance bond, written by a surety company authorized to do and doing business in the New Orleans metropolitan area and the State of Louisiana in the sum of the total amount of the bid. The cost of any bond furnished by the vendor shall be included in his bid. This bond is to guarantee the prompt and proper performance by the successfully bidding vendor of all and singular the obligations assumed by the vendor or imposed on the vendor by the terms and conditions of his bid.

WE WILL ALLOW A DISCOUNT OF ____ % IF BILL IS PAID WITHIN ____ DAYS FROM DATE OF RECEIPT OF CORRECTED INVOICE.

Bid must be signed by firm member or
authorized individual

(FIRM NAME)

ACCEPTED AS TO ITEM OR ITEMS:
NUMBERED:_____

(SIGNATURE)

BOARD OF COMMISSIONERS OF THE
PORT OF NEW ORLEANS

BY: _____
TERRY MARTIN,
PURCHASING AGENT

DATE: _____

**THE BOARD ENCOURAGES PARTICIPATION BY QUALIFIED MINORITY AND WOMEN
BUSINESS ENTERPRISES IN ALL ITS PROCUREMENT ACTIVITIES.**

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ETHICS DISCLOSURE

The Board calls the attention of all potential bidders to the Louisiana Ethics Code, La. R.S. 44:___ et seq. Those laws prohibit the Board from doing business with any of its current commissioners or those who have served on the Board within the past two years or from doing business with certain companies with which these persons are connected.

Current commissioners are:

- Thomas D. Westfeldt-Chairman
- John F. Fay Jr. -Vice Chairman
- J. Wayne Mumphrey-Secretary-Treasurer
- Allen J. “A.J.” Gibbs-Member of the Board
- Valerie S. Cahill-Member of the Board
- Joseph F. Toomy-Member of the Board
- Daniel F. Packard-Member of the Board

Commissioners who served during the past two years are:

- James O. Campbell
- Samuel Nunez, Jr.

Interested bidders are advised to consult their attorneys with further questions and to inquire of their subcontractors whether they have a connection with these persons that would prohibit these contractors, from doing work for the Port of New Orleans. Failure to do so and including in their bids subcontractors who are prohibited by Ethics Code from doing business with the Port of New Orleans could result in the rejection of bids.

NOTE THAT ELECTRONIC BIDS CAN ALSO BE SUBMITTED ON THE PORT OF NEW ORLEANS WEBSITE, UNDER THE PROCUREMENT SECTION AND CENTRAL BIDDING PAGE.